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Tentative guidelines are intended for study in workshops and for consideration of boards of education and school officers as they develop workable and proper procedures for collective negotiations within their districts. Topics covered include preparing for negotiations, composition of the bargaining teams, the grievance procedure, and impasse procedures. A glossary of commonly used collective negotiation terms is also included. (TT)

WHEN BOARDS NEGOTIATE OR BARGAIN

Some Guidelines, in Tentative Form, for Study in Workshops and for Consideration in the Development of Procedures

U.S. DEPARTMENT OF HEALTH, EDUCATION & WELFARE
OFFICE OF EDUCATION

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December, 1967

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FOREWORD

The Illinois Association of School Boards recognizes that the issue of formalized collective negotiations, resulting in signed agreements or contracts between teachers and school boards, has become a matter of increasing concern to its members. It has developed a four-step program designed to assist boards, administrators and other school officers when they face this problem.

STEP ONE was the work of the ad hoc committee in preparing the "Statement of Principles on Board-Staff Relationships," which was presented to the Governor's Advisory Commission on Labor-Management Policy for Public Employees in December, 1966 and was published in School Board News Bulletin No. 254, December, 1966.

STEP TWO was an IASB Leadership Seminar co-sponsored by the Office of the Superintendent of Public Instruction and the College of Education of the Unibersity of Illinois, Urbana, September 23 and 24, 1967. It was the consensus of the eighty board members, administrators, attorneys, professors of school administration and staff members of the Office of the Superintendent of Public Instruction in attendance at the seminar that a pamphlet on the negotiation process be published for the guidance of board members and school officers.

STEP THREE has been the preparation of this pamphlet, "When Boards Negotiate or Bargain," in tentative form, for study in workshops and as suggested guidelines for consideration by boards and school officers as they develop negotiating procedures for their particular districts. It is expected that the pamphlet will be revised as dictated by the experience of Illinois school districts during the months to come.

STEP FOUR is a series of statewide regional workshops for board members, administrators and other school officers planned for December, 1967 and January, 1968. This pamphlet will be used as a basis for study and capable leadership and consultant service will be provided at each workshop.

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INTRODUCTION

Those persons in attendance at a Leadership Seminar held on the campus of the University of Illinois, Urbana, September 23 and 24, 1967 recommended that the Illinois Association of School Boards provide leadership in a program of information and education which would help boards of education and school officers develop proper and workable procedures for collective negotiations.

Specifically, the conferees recommended the preparation of a guideline statement developed from certain basic principles and suggested procedures upon which the group had reached consensus during the seminar.

The following is submitted as a result of this recommendation and it is based upon the reports of five special study groups of the seminar.

SECTION I

COLLECTIVE NEGOTIATIONS--SOME BASIC CONSIDERATIONS

The legal responsibility for the operation and the management of the public schools is vested in boards of education, and this responsibility cannot be abrogated. However, in meeting this responsibility, it is desirable that a climate of mutual trust and dependability between the board and the staff be established and maintained, and this can be achieved best by maximum involvement of board and staff in the cooperative development and evaluation of the educational program and the personnel policies.

Teachers, just as their neighbors who may be employed in private industry, are dependent upon their employment for their well-being. Just as they have a professional interest in the educational program of their schools and should be involved in its development and evaluation, they have a justifiable interest in their conditions of employment, and they are asking that the same rights be accorded them that are extended to employees in private industry--the right to organize and to negotiate collectively.

Although there is no statutory requirement for collective negotiations in Illinois schools and neither is there any statutory prohibition of this practice, there is a court decision which holds that a board may enter into collective negotiations which do not result in any delegation of its statutory powers or duties.

Predicated on the above, these recommendations are made:

1. Teachers should be granted the right to be represented, or not to be represented, by legitimate organizations of their own choosing, and to engage in collective negotiations with their employing boards.

2. In planning for collective negotiations, a board should reserve the right to determine its negotiating team.

3. The initial response of a board and administration to a staff proposal for collective negotiations should be one of good will and of such nature that it becomes the basis for on-going and effective negotiation.

4. Boards and administrators should take the initiative in establishing orderly procedures for negotiation, for determining the appropriate grouping of teachers for the negotiation unit and for defining the scope of negotiable matters.

5. Negotiations should be conducted within the framework of existing laws and board fiscal policies, and in recognition of the fact that the implementation of resulting agreements may be dependent upon legislation enacted in the future.

6. Effective procedures should be established to settle disputes which may arise in the negotiation process or in the administration of the agreement.

7. Any form of concerted withdrawal of services or hindrance of school operation is inappropriate, and such relief as is available should be sought by boards when and if this action occurs.

SECTION II

PREPARING FOR NEGOTIATIONS

The difference between successful negotiations and those that result in total confusion and much ill will on behalf of both parties often lies in the preliminary planning which precedes the actual bargaining sessions. Preliminary planning is a long and arduous process in itself and requires much work and effort by all parties involved. Perhaps this point can best be illustrated by noting that the word "negotiation" stems from two latin words--"neg" meaning "not" and "otium" meaning "at leisure." You can negotiate successfully only by undertaking discussion after careful and purposeful planning and in a climate free of emotions. Preparation is the single most important aspect of collective bargaining. With this in mind, we will proceed to point out certain areas which must be considered in preparing for negotiations.

1. Initial Response

If teachers have not already demanded collective negotiations, the school board should take the initiative and make teachers aware that their representatives can bring their problems to the board for discussion through recognized channels. This does not mean, however, that the board should aid and abet employee organizations or create a type of company union.

If the teachers have already demanded that the board bargain collectively, the board should listen to these demands with a sympathetic ear and maintain an attitude of reasonableness and cooperation. The board should exhibit an awareness of the problems that exist and a desire to mutually resolve these problems. School Board members with the proper attitude toward employee organizations will be infinitely more successful than those who regard the employee organization as a threat to the board's authority. In their relationships with teachers, board members should demonstrate a desire to be fair and reasonable. There are times when a board member will think that the teachers or their representatives are being totally unfair or unreasonable in their demands. This is not the time for the board to compromise its own standards, for to do so would only create more ill-feeling and justify further behavior of this nature on the part of the teachers. All parties need to take negotiation seriously and spend the necessary time to arrive at agreement.

Don't allow yourself to get tripped up by semantics. Words like rights, negotiations, bargaining and legal obligations can raise blood pressures and obscure the real issues. Search for the meaning of listening, understanding, compromise, concede, to give and to receive with equal grace.

2. Selection of the Negotiator

The selection of the negotiator must be considered in any discussion of the preparatory steps in the negotiation process. Although the topic will be dealt with elsewhere in this pamphlet, the various alternatives should be pointed out here. There are many factors which affect the choice of negotiator, including the employee's choice and the size of the school system.

The possibilities that are available include the school board as a whole, a committee of the board, the superintendent or one of his assistants, a prin-

cipal or a group of principals or an outside negotiator. Regardless of what group is chosen to conduct the actual negotiations, there must be unified control. In other words, one person should be placed in charge and all other members of the negotiating team should make suggestions to him and not to the opposite side. Any agreement or difference of opinion should be resolved in caucus so that the board can maintain a unified position. It is also of the utmost importance that the negotiating authority of the team be clarified so that the representatives of the teachers have confidence in the words and promises of the negotiators. It is also advisable, especially in the case of a neophyte school board, to obtain the assistance of any expert in this area even if that expert is not included on the bargaining team.

3. The Time Schedule

All boards need to be aware of dates which are of paramount importance if negotiations are to be conducted both properly and legally. Negotiations should be concluded on a date which will allow the school board a sufficient amount of time to issue and receive the teachers' contracts, which, in turn, must be accomplished a sufficient amount of time before the beginning of the school year. Another crucial element in the time factor is the legal procedure concerning revenues, which must be followed by the school board. The school board, being governed by the State statutes, must submit its budget during the first quarter of the fiscal year. The teacher organization will have to submit its proposals in time to allow for adequate negotiations to take place before the school board budget is submitted. An adequate amount of time must be allocated to the negotiations themselves and a sufficient amount of time must also be allocated to preparation. Almost invariably both school administrators and organizational personnel underestimate the amount of time needed for negotiations.

In order to insure a sufficient amount of time to meet all deadlines, an agenda should be developed. This agenda should always be worked out cooperatively by both the board and the teachers. It should contain a list of items presented by the teachers and a list of board demands as well as the amount of time allocated to each and the date on which it is to be discussed. The agenda must be somewhat flexible, yet firm enough to allow the negotiations to proceed at a steady pace.

4. Preliminary Meetings of the Negotiating Team

The negotiating committee of the board should meet to discuss the board's proposals on anticipated issues prior to the meeting with the teachers. At these meetings, the team should identify and analyze each anticipated issue relative to cost, workability and degree of importance to the teachers. The team should then agree on its own proposals and establish a priority for each. It should also prepare counter-proposals to the teachers' demands and set forth its reasoning on every issue.

It has been suggested by some, that the board decide beforehand as to what it considers bargainable items. It is this author's opinion that a board which tells its employees that it refuses to discuss certain issues will be creating an atmosphere of animosity and resentment which will destroy

the entire relationship and result in undesirable consequences for both the board and the school system. The better approach would appear to be a willingness to discuss any and all items with the understanding by both parties that school boards are subject to and controlled by the State legislature which restricts their authority in certain areas by statute. This approach will result in a more responsible attitude on the part of the teachers and a more harmonious atmosphere in which to conduct negotiations.

Among those who have had successful experience in the formalized collective negotiations process, it is recognized that an informal procedure for improved board-administrator-staff relationships is available and when it is used, the scope of collective negotiations may be narrowed.

Teachers have special competencies which enable them to make significant contributions to the purely educational aspects of the school. Machinery may be established where the board, the administration and the staff consult on a regular basis concerning "what is good education for the district." These sessions occur in an informal setting and can result in improved education, board-administrator-staff relationships and school-community morale, and no formalized agreement is signed.

If such a procedure is successful, the scope of collective negotiations can be reduced to specific areas; primarily concerned with staff welfare--salaries, fringe benefits, the processing of grievances and a procedure to resolve an impasse.

5. <u>Assembling Factual Data</u>.

After identifying probable issues and clarifying negotiating authority, it is necessary to collect and assemble factual data on each issue. Such data would include salaries in neighboring districts and in comparable districts across the country, costs or savings of proposed changes, the board's ability to pay, economic conditions prevalent in the neighborhood and community, agreements recently negotiated in comparable communities, working conditions in the particular school district, cost of living, the classroom and curriculum needs, etc. The negotiating team will also be interested in data pertaining to the teachers' representatives who are actually conducting the negotiations. What are their points of view, their arguments in the past and the pressures on them? Since, very often, both the teachers and the school boards may need to have identical information, it may be feasible to conduct joint research to find the facts. Such research may include sending out a questionnaire, agreeing to study other districts, etc. Such cooperative endeavors should be encouraged. This type of activity has a unifying effect and helps to lower the barriers of suspicion between information obtained by each party. In addition, the results obtained probably will prove to be more reliable. After all, the chief goal is to reach an agreement, not to win an argument.

It should be strenuously emphasized that the board's negotiating team should not come to the bargaining table merely to respond. It must be prepared to initiate proposals of its own. The wise administrator will work with his administrative staff and be prepared to request changes in personnel policies to strengthen the system. He will also have anticipated teacher proposals and be prepared to respond to them.

6. The Meeting Place

The school grounds probably is the best place to hold the negotiation meetings. Although there may be some advantage to a more neutral location, there is also less convenience, especially for people living in a smaller community. The meeting place should be equipped with adequate facilities to handle both the negotiations themselves and provide space for caucuses, i.e. a separate meeting for the committee during negotiations.

It is strongly recommended that the actual negotiations take place in private rather than subjecting them to the public view. Although phrases such as "the public business must be conducted in the public eye" receive favorable response from the press, they have been found to be impractical and totally unworkable in a bargaining situation.

Negotiations should be conducted in private. As amended in 1967, the Illinois "open meeting" law specifically permits collective bargaining negotiations to be conducted in a closed meeting.

SECTION III

WHO BARGAINS? SOME PRINCIPLES FOR CONSIDERATION

1. Boards of Education Should Refrain from Entering into Direct Negotiations.

If direct confrontation with the board must take place, it should occur at the time for approval or rejection of the agreement. During the process of negotiations, the board must be kept advised of the progress of negotiations, give advice and counsel to the negotiations' team and establish a framework within which they can operate without requiring prior approval for every item.

Although the board cannot abdicate its responsibility to make the final decision, entering the process of bargaining at an early state reduces the effectiveness of the procedure and limits the scope of the authority of the negotiating team. It is a basic principle that boards will find it difficult to meet with teacher groups during the bargaining procedure and still retain that degree of objectivity which is essential to their final decision-making power.

2. The Superintendent or Chief Administrative Officer Shall Be Responsible for the Collective Bargaining Procedure.

The role of the chief administrative officer may take many forms, depending on the size of his district and the requirements of the job. However, he shall be responsible for the conduct of the negotiations. This responsibility may require direct involvement in the procedure or assignment of the duties to others. If necessary, professional negotiators may be utilized as a part of the negotiating team, but extreme care must be taken in their selection. A background of education and familiarity with the goals and concepts of education and a "feel" for the educational requirements of public education is desirable.

It is quite clear that the superintendent's position, as stated in the School Code (Sec. 10-21.4), clearly indicates his role and responsibility as an agent of the board. The board, too, cannot waver in its support of the administrator in the collective bargaining process, must recognize the problems inherent in the procedure, provide the necessary climate in which he can operate and assure him of the necessary support to make him effective in the process.

3. "Middle Management" Personnel Should Be Assigned a Management Function in Collective Bargaining.

The direct responsibility for implementarion of district policy is delegated in considerable measure to assistant superintendents, central office staff and building principals. In this relationship, they are cognizant of problems within the district and knowledgeable of many of the solutions. As members of the negotiating team, they can assure free and complete interchange of information from throughout the district appropriate to intelligent action required in the negotiating procedure.

4. Competent Legal Assistance in the Bargaining Procedure Is Desirable and Necessary.

Competent legal counsel should be available at all times during the process

of collective bargaining. The board counsel can be of service in the analysis and implications of contract language and should be available when necessary to meet and confer with the negotiating team on matters of strategy, interpretation and procedure.

The role of the legal counsel is further enhanced when you consider that signatures to the agreement and any rules and regulations established thereunder create binding legal duties, responsibilities and relationships to the district subject only to State law.

5. Fundamental Consideration Must Be the Welfare of the Children.

"In developing policy, the fundamental considerations of teachers, administration and board must be the educational welfare of the children. Policies regulating board-teacher-administrator relationships must be predicated upon this common interest. An atmosphere of cooperation and mutual respect will usually result when the joint efforts of all parties are focused on this prime objective and when reasons are given for recommendations made and for actions taken. Such an atmosphere, together with the development of sound procedures, is conducive to enhancing the desired achievement of mutual understanding and agreement."*

*California School Boards Association and the California Association of School Administrators, A Statement of Position on Employer/Certificated Employee Relations, 9/67. p. 3

SECTION IV

THE GRIEVANCE PROCEDURE

Many school systems have established grievance procedures for teachers apart from a formal bargaining relationship or a negotiated agreement. In some instances, such procedures have been quite effective in providing a way for teachers to bring any felt injury or wrong to the attention of the school administration. However, this brief discussion is limited to grievance procedures which are to be incorporated into collective negotiation agreements.

1. Why a Grievance Procedure?

A grievance procedure is generally felt to be desirable in a comprehensive, negotiated agreement in that it provides an orderly and systematic method for processing disputes concerning the application or interpretation of the agreement during its term. Despite skillful drafting and the best intentions by the parties, experience has proved that legitimate questions and problems will often arise in the administration of a complex, negotiated agreement covering salaries and other employment terms and conditions. Also, a grievance procedure can provide the administration of an organization with a continuing flow of information concerning the dissatisfaction of employees, information which can be useful in a program to maintain a high level of morale and job satisfaction.

2. Points to Consider in Developing a Procedure

The number of steps in a grievance procedure, the persons designated to represent the parties at each step, etc., are details which will vary from school district to school district, depending on the size of the district and other local conditions. However, a grievance procedure typical of many being adopted in school bargaining might provide for steps such as the following:

(See chart on page 10.)

Generally, the procedure should provide for initial discussion of the grievance to take place "on the job," where the problem had its origin. The hope and expection is that the first line representative of the administration closest to the problem, with full knowledge and "fresh" facts, will be able to settle the majority of disputes. If, however, the problem cannot be settled to everyone's satisfaction immediately, when and where it occurs, the typical procedure provides for appeal through successively higher levels of reviewing authority.

Time limitations for replies by the administration representatives and appeal decisions by the employee organization at each step of the procedure are usually necessary to make a grievance procedure function in an orderly and expeditious fashion. Also, to prevent "stale" claims, many grievance procedures provide for a grievance to be filed within a certain, fixed number of days "after the occurrence of the event giving rise to the alleged grievance."

Virtually all grievance procedures incorporated in collective negotiations agreements will contain a definition of "grievance." It is recommended that the definition of grievance be limited to (for instance) "a claim that there

POSSIBLE GRIEVANCE PROCEDURE

Steps	Administration or Board Representation	Grievant or Teacher Organization Representation	Time Limits
I.	Principal	Grievant, with or without building representative of teacher organization	Appropriate time limits on both parties for answer to grievance and appeal decision
II.	Asst Superintendent (with Principal or others as desired)	Grievant and/or representative(s) of teacher organization (e.g., Grievance Committee Chairman)	
III.	Superintendent (with Principal or others as desired)	Grievant and/or representatives of teacher organization (e.g., Grievance Committee, President of teacher organization, etc.)	
IV.	Grievance Mediation Committee (e.g., one representative each from Board of Education and teacher organization and 3rd party chosen by both) or Board of Education considers grievance with or without hearing at its discretion or Advisory arbitration (3rd party, chosen by Board of Education and teacher organization, holds formal hearings)		Recommendation or decision within X (appropriate specific number) of days
V.	Final decision--Board of Education		

has been a violation, misinterpretation or inequitable application of any of the provisions of this agreement ~~or any school policy~~." In this way, the grievance procedure will be used only to handle questions and problems having to do with the specific terms of the negotiated agreement. If such a limitation is not provided, the grievance procedure may be used as a vehicle for the redress of complaints and alleged wrongs which have nothing to do with the negotiated agreement and which might more appropriately be handled through other channels.

If a grievance cannot be quickly and informally settled at the first level, the procedure usually provides that a written record be made of the grievance so that higher appeal levels have before them a clear and specific statement of the complaint and the parties' positions at the lower levels. Many grievance settlements become binding precedents, and it is wise to document thoroughly the decisions made and the reasons therefore at each level of the procedure. When a grievance gets to the formal, written stage, it is well to insist that both parties be specific, in writing, with regards to the facts giving rise to the grievance, the specific contract clauses which it is alleged were violated or are applicable to the problem, etc.

Excluding (or providing for) minority organization representation of an employee's position in the grievance procedure and the problem of whether (and if so, under what conditions) the employee organization or the administration should have the right to file a grievance are important details which should be considered (with the aid of expert consultative advice, if possible) when drafting the formal grievance procedure.

3. The Question of Arbitration

While boards of education in some districts are agreeing to binding arbitration of grievance disputes as the final step in the grievance procedure, it is recommended, given the position of Illinois law with regard to the duties and responsibilities of boards of education, that the final right of decision on grievances be left to the discretion of boards and that provisions delegating the responsibility to third parties be avoided. As an alternative to an agreement providing for binding arbitration, some boards are agreeing to provisions calling for advisory arbitration of grievance disputes, with any costs of such arbitration to be borne equally by both parties to the dispute. In advisory arbitration a board is not bound, if it disagrees with the arbitrator's decision, to accept his ruling as binding and final.

4. Administration of the Grievance Procedure

While it may be wise to encourage quick, informal settlement of grievances at the principal level, central school administrations should maintain a "clearing house" for giving advice to principals and recording settlements, particularly in the early years of the administration of a newly negotiated agreement. Principals unfamiliar with grievance settlement and the terms of the new agreement should be encouraged to check their decisions, before answering grievances, with someone in the central office who knows the agreement and who is aware of the need for consistency of interpretation of the agreement from school to school. Failure to observe these precautions can result in conflicting and contradictory interpretations of important clauses of the agreement

among schools in the district. Also, experience has demonstrated convincingly that after a new agreement is negotiated, principals must be given training in: 1.) The intended meaning and proper interpretation of all of the clauses of the negotiated agreement; and 2.) The principles of proper contract administration and grievance processing.

SECTION V

IN CASE OF IMPASSE

It is recommended that, in planning for negotiations, the school board should develop a practical, objective and factual program for providing such information to the general public so that the purpose of the board is understood to be for the improvement of the school system and its operation.

In carrying on such a program, extreme care should be exercised that information is accurate and that the board does not get into public debate and name-calling with the teacher organization. Since the only justifiable reason for negotiating is for the board and the staff to reach an agreement on those factors contributing to the best possible school for the children of the district, rather than win an argument, it seems reasonable that by making accurate and objective information available to all, the school-community relationship may be enhanced.

During negotiations, as tentative agreement is reached on a given point, that agreement should be reduced to writing immediately and should be signed or initialed by a representative of each side, and filed. This does not preclude reconsideration of the item at a later date, but it does prevent an argument over the tentative agreement. It is recommended that neither a court reporter's transcript nor a tape recording of the negotiation sessions be attempted.

In any negotiating process, an impasse can develop. The following suggestions are made for the consideration of boards and school officers in preparing for a deadlock should it occur.

1. What Is an "Impasse?"

Webster defines "impasse" as an impassable road or way; a blind alley; hence, a predicament affording no escape.

In the field of labor relations, the word "impasse" is used to denote a deadlock in negotiations. It can occur when the initial contract is being negotiated or when an existing contract has expired and a new one is being negotiated. The usual "impasse" results from a dispute over "dollars and cents."

A deadlock (but technically not an "impasse") may also occur during the life of a contract and may arise concerning interpretation of a contract clause or the handling of a grievance.

2. The First Order of Business

During negotiations for an initial or a subsequent contract, the board should consider making the first order of business a mutual agreement as to what each party will do in case an "impasse" occurs subsequently in the negotiations. In other words, the first order of business might be to negotiate a procedure to resolve a subsequent "impasse." The negative side of this recommendation is that such a procedure agreed upon in advance might prove to be a "crutch" for either the board or the other side and might mitigate against good faith bargaining.

If not prearranged, a procedure to resolve an "impasse" should be established, if possible, when an "impasse" is reached and before negotiations are broken off.

Unfortunately, in 1967, there is no procedure available through a public agency to assist the board in the event of an "impasse." However, the State Superintendent of Public Instruction should be kept abreast of all developments and can and does provide advice to the board.

3. The Mediator

Inasmuch as there are all too few competent and experienced mediators available, we cannot, as a practical matter, suggest the use of a mediator during negotiations. However, if a competent, experienced labor mediator is available, the board should consider suggesting his use during negotiations--at least the later stages thereof.

The typical mediator or conciliator attempts to compromise somewhere between the two extremes. While in most situations this is not too dangerous, it can be disastrous in a situation where the board does not have funds.

4. Arbitration and Fact-Finding

An Illinois school board probably does not have the authority to enter into binding arbitration.

However, either a "fact-finding" procedure or a non-binding arbitration procedure might be used to resolve an "impasse." The usual procedure is for each party (the board and the employees' organization) to appoint one person (preferably a resident of the district) and for these two to select the third. The agreement which sets up such a procedure should provide for a means to select the third person in the event the other two cannot agree on the third person.

The issues to be decided by the "fact-finders" should be clearly and specifically spelled out in writing. The board should consider imposing time limits on the "fact-finders" both as to the selection of a third fact-finder and as to the date of reporting the facts.

In case of a "fact-finding" procedure, the group selected will conduct an investigation and report the facts to both sides in the dispute with no recommended solution.

In case of "non-binding arbitration," the group will investigate and recommend a solution to the dispute.

5. Work Stoppage

If employees strike, the board must consider whether or not to apply to the Circuit Court for an injunction and also how soon to apply. Unless negotiations are in progress and it appears that all issues will be resolved in a very short period of time, we recommend going to court as soon as possible, understanding that the process of obtaining an injunction will take at least one day.

An injunction may be issued without notice and without bond. However, most judges are reluctant to do so and require at least several days' notice and a hearing.

Enforcement of an injunction (by contempt proceedings) is a difficult task and, in most instances, must be initiated and prosecuted by the board and its attorneys.

Do not be surprised if the Court intrudes into the negotiations and insists that the parties negotiate even during the pendency of the legal proceedings.

The technique of mass resignation or mass sick leave is being used by some employee organizations. Either is probably the legal equivalent of a strike. You are aware, of course, of the prohibition against resigning in the 60 days preceding opening of school. Sick leave abuses can be corrected by changing your rules and regulations to require a doctor's certificate for absences of more than 3 days, although such change cannot operate retroactively. (See Section 24-6 of the School Code.)

The initial and any renewal contract should contain a provision automatically extending such contract so long as bona fide negotiations for a new contract are continuing.

To be safe, a contract should not contain a "no-strike" clause. Under Illinois law, the employees cannot legally strike at any time--whether during or after the term of a contract. It might be argued that a provision prohibiting strikes during the contract term could be interpreted as permitting strikes after the contract expires.

SECTION VI

GLOSSARY

The definitions in this glossary are in accord with common usage rather than the technical or legal meanings. Some terms commonly used in private employment are also included because the concept to which they refer may be relevant to public education.

Agency shop: A provision in a collective agreement which requires that all employees in the negotiating unit who do not join the exclusive representative pay a fixed amount monthly, usually the amount of organization dues, as a condition of employment. An "agency shop" may be operated in conjunction with a modified union shop.

Agreement: A written agreement between an employer and an employee organization, usually for a definite term, defining conditions of employment; that is, hours, wages, vacations, holidays, working conditions, etc., rights of employees and the employee organization and the procedure to be followed in settling disputes or handling issues that arise during the life of the agreement.

American Aribtration Association (AAA): A private, nonprofit organization established to aid professional arbitrators in their work through legal and technical services and to promote arbitration as a method of settling commercial and labor disputes. The AAA provides lists of qualified arbitrators on request.

American Federation of Labor-Congress of Industrial Organizations (AFL-CIO): A federation of approximately 130 autonomous national and international unions created by the merger of the American Federation of Labor (AFL) and the Congress of Industrial Organizations (CIO). The initials AFL-CIO, after the name of a union, indicate that the union is an affiliate.

American Association of School Administrators (AASA): A department of the NEA which enrolls most public school superintendents and other types of administrative personnel.

American Federation of Teachers (AFT): A national organization of public school and college teachers affiliated with the AFL-CIO.

Arbitration: A method of settling employment disputes through recourse to an impartial third party, whose decision is usually final and binding. It may be voluntary when both parties agree to submit disputed issues to arbitration or compulsory if required by law. It is advisory when arbitration is without a final and binding award.

Arbitrator: An impartial third party to whom disputing parties submit their differences for decision.

Authorization card: A statement signed by an employee authorizing an organization to act as his representative in dealing with an employer; may also be used to permit the employer to deduct organizational dues from an employee's pay.

Bargaining agent: Organization recognized by the employer as the exclusive representative of all employees in the negotiating unit for purposes of collective negotiations.

Boycott: Effort by an employee organization to discourage the purchase, handling or use of products of an employer with whom the organization is in dispute. When such action is extended to another employer doing business with the employer involved in the dispute, it is termed a "secondary boycott."

Business agent or union representative: Usually a full-time, paid employee of a local union whose duties include day-to-day dealing with employers and workers, the adjustment of grievances, enforcement of agreements in similar activities.

Card check: A procedure whereby signed authorization cards are checked against a list of employees to determine if the organization has majority status. An employer may recognize the organization based upon this procedure without the formal election.

Closed shop: A form of organizational security provided in an agreement which binds the employer to hire and retain only organization members in good standing. At the present time, under the law of the State of Illinois, this would appear to be illegal for school districts.

Collective negotiations--professional negotiations: A process whereby employees as a group and their employers make offers and counter-offers for the purpose of reaching a mutually acceptable agreement as to working conditions and the execution of a written document incorporating any such agreement. This term implies good faith on the part of both sides.

Consultation: An obligation on the part of an employer to consult the employee organization on particular issues before taking action on them.

Crisis bargaining: When collective bargaining takes place under the threat of an imminent strike deadline, it is referred to as "crisis bargaining" and is to be distinguished from extended negotiations in which both parties have ample time to present and discuss their positions.

Dispute: A disagreement between employers and the employee organization which requires resolution in one way or another.

Dues check-off: An agreement by the employer to deduct the organization dues and transmit same to the organization at stated intervals; signed authorization from the employee is required for this procedure.

Exclusive negotiating rights: The right and obligation of an employee organization designated as majority representative to negotiate for all employees including non-members.

Fact-finding board: A group of individuals appointed to investigate and report the facts in an employment dispute.

Grievance: Any complaint by an employee in connection with his job, pay or other aspects of his employment.

Grievance procedure: A formal plan set forth in the collective agreement which provides for the adjustment of these grievances through discussions at progressively higher levels of authority in management and the employee organization.

Illinois Association of School Administrators (IASA): A department of the Illinois Education Association; membership available to superintendents, assistant superintendents and college professors of educational administration.

Illinois Education Assoication (IEA): An independent, voluntary, non-governmental association; membership available to all certificated personnel, including teachers, supervisors and administrators.

Impartial chairman: An arbitrator employed joinly and paid for jointly by an employee organization and an employer to serve as an impartial party on a tri-party arbitration board and to decide all disputes or specific kinds of disputes arising during the life of the contract.

Injunction: A court order restraining one or more persons or unions from performing some act which the court believes would result in irreparable injury to property or other rights. This may be a temporary injunction or a permanent injunction.

Living document: The belief that the terms of an agreement should be subject to review and renegotiation by the parties if conditions change or unforeseen events come about, despite the absence of a reopening clause.

Management prerogative: The rights reserved to management which may be expressly noted as such in a collective agreement.

Mediation: The attempt by a third party to help in the settlement of an employment dispute through advice or other suggestions but not dictating any provisions as this is a characteristic of arbitration.

Merit increase: An increase in employee compensation given on the basis of individual efficiency.

National Education Association of the United States (NEA): An independent, voluntary, non-governmental organization; membership available to all certificated personnel.

Negotiating unit: A group of employees recognized by the employer as appropriate representatives of an organization for purposes of collective negotiations.

No-strike: A provision in a collective agreement in which the employee organization agrees not to strike during the duration of the contract.

Picketing: The patrolling near the place of employment by members of an employee organization to publicize the existence of their dispute.

Professional holiday: A work holiday by public school teachers intending to last a short period of time and which is actually a strike.

Professional negotiation (NEA): A set of procedures adopted by the local association affiliated with the NEA and the school board which provides a method for the school board and the local association to negotiate on matters of mutual concern in an effort to reach agreement on these matters.

Ratification: The formal approval of a newly-negotiated agreement by vote of the organization members affected.

Recognition: Employer acceptance of an organization as authorized to negotiate, usually for all of the members of a negotiating union.

Reopening clause: A provision in a collective agreement stating the time or the circumstances under which negotiations may be reopened prior to the expiration of the contract and is restricted to certain provisions of the agreement but not to the agreement as a whole.

Strike: A temporary stoppage of work by a group of employees to enforce a demand for changes in the conditions of employment, obtain recognition or resolve a dispute with management or to express a grievance.

Strike vote: A vote conducted among members of an employee organization to determine whether or not a strike should be called.